



**ADDENDUM NO. 1 FOR SHAREHOLDERS AGREEMENT BETWEEN MR. VISHAL GUPTA, MR. PRASHANT SINHA, MR. ASIF MOHAMED, JUST 4 KIDS SERVICES PRIVATE LIMITED AND HONASA CONSUMER PRIVATE LIMITED**

This addendum (hereinafter referred to as the “**Addendum No. 1**”) to the Shareholder Agreement dated 22 December 2021 is made and executed on this 24 day of June 2021 and is effective as 22 December 2021 (“**Effective Date**”);

**BY AND BETWEEN**

MR. VISHAL GUPTA, an Indian resident, having PAN AIDPG0028R and residing at A-83, Trinity Towers, DLF Phase 5, Gurgaon 122003 (hereinafter referred to as “Vishal”, which expression shall, unless the context otherwise requires, mean and include his successors, heirs, executors, administrators and permitted assigns) of the **FIRST PART**;

**AND**

MR. PRASHANT SINHA, an Indian resident, having PAN ARUPS8022R and residing at 6129/1, D-6, Vasant Kunj, New Delhi – 110070 (hereinafter referred to as “Prashant”, which expression shall, unless the context otherwise requires, mean and include his successors, heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

**AND**

MR. ASIF MOHAMED, an Indian resident, having PAN ADCPA3229L and residing at B-305, Ireo Grand Arch, Sector 58, Gurgaon 122001 (hereinafter referred to as “Asif”, which expression shall, unless the context otherwise requires, mean and include his successors, heirs, executors, administrators and permitted assigns) of the **THIRD PART**;

**AND**

JUST4KIDS SERVICES PRIVATE LIMITED, a company incorporated under the laws of India with corporate identification number U80302DL2010PTC203604 and whose registered office is at 6129/1, D-6, Vasant Kunj, Delhi - 110070 (hereinafter referred to as “Company”, which expression shall, unless the context otherwise requires, mean and include its successors and permitted assigns) of the **FOURTH PART**;

**AND**

HONASA CONSUMER PRIVATE LIMITED, a company incorporated under the laws of Delaware and whose registered office is at 432, 4th Floor, Somdutt Chamber 2, Bhikaji Cama Place New Delhi - 110066 (hereinafter referred to as “Honasa”, which expression shall, unless the context otherwise requires, mean and include its successors and permitted assigns) of the **FIFTH PART**.

In this Addendum No. 1, hereinafter, unless the context otherwise requires, Vishal, Prashant, Asif, Company, and Honasa shall collectively be referred to as “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. In terms of the Shareholder Agreement dated 22 December 2021 executed between the Parties (hereinafter referred to as the “**SHA**”), to provide for certain matters relating to the rights of the Shareholders, including those relating to the management and operations of the Company and its Subsidiaries.
- B. The Parties have hereby agreed to enter into this Addendum No. 1 to to record certain changes to the understanding contained in the SHA.

**NOW THIS ADDENDUM NO. 1 WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- 1. This Addendum No. 1 shall be effective from the date of the SHA .
- 2. Capitalized terms mentioned in this Addendum No. 1 but not defined herein shall have the same meaning as has been attributed to such terms in the SHA.
- 3. Clause 11 of Part B of the Schedule 5 (Affirmative Voting Matters) of the SHA shall stand deleted.
- 4. This Addendum No. 1 shall form an integral part of the SHA, and the SHA along with this Addendum No. 1 shall be referred to as the Shareholders Agreement. This Addendum No. 1 shall modify the SHA only to the limited extent set out herein and except as specifically and expressly amended by this Addendum No. 1, all other provisions of the SHA shall remain unchanged and continue to be in full force and effect.
- 5. Clauses 13 (*Confidentiality*), 16 (*Notices*), 15 (*Governing Law And Dispute Resolution*), and 17 (*Miscellaneous*) of the SPA shall apply *mutatis mutandis* to this Addendum No. 1 and shall be deemed to be incorporated herein by reference.

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**IN WITNESS WHEREOF THIS ADDENDUM NO. 1 HAS BEEN SIGNED AND EXECUTED BY THE PARTIES HEREIN BELOW ON THE AFOREMENTIONED DATE**

**IN WITNESS WHEREOF**, each of the aforementioned Parties has signed and executed the Agreement, and all the original copies hereto, on the date first above written.

For and on behalf of **JUST 4 KIDS SERVICES PRIVATE LIMITED**

For JUST4KIDS SERVICES PVT. LTD.  
  
Director

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Name:

Title:

*[Rest of the page is intentionally left blank]*

**IN WITNESS WHEREOF**, each of the aforementioned Parties has signed and executed the Agreement, and all the original copies hereto, on the date first above written.

**MR. VISHAL GUPTA**

A handwritten signature in blue ink, appearing to read 'Vishal Gupta', with a long horizontal stroke extending to the right.

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**IN WITNESS WHEREOF**, each of the aforementioned Parties has signed and executed the Agreement, and all the original copies hereto, on the date first above written.

**MR. PRASHANT SINHA**



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*[Rest of the page is intentionally left blank]*

**IN WITNESS WHEREOF**, each of the aforementioned Parties has signed and executed the Agreement, and all the original copies hereto, on the date first above written.

**MR. ASIF MOHAMED**

A handwritten signature in blue ink, appearing to read 'Mr. Asif', written over a horizontal line.

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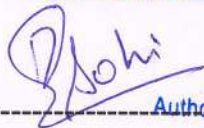
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**IN WITNESS WHEREOF THIS ADDENDUM NO. 1 HAS BEEN SIGNED AND EXECUTED BY THE PARTIES HEREIN BELOW ON THE AFOREMENTIONED DATE**

**IN WITNESS WHEREOF**, each of the aforementioned Parties has signed and executed the Agreement, and all the original copies hereto, on the date first above written.

For and on behalf of **Honasa Consumer Private Limited**

For HONASA CONSUMER PVT. LTD.



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Authorised Signatory

Name: RAMANDEEP SOHI

Title: CFO

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